

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UTV of Baltimore, Inc.		06/03/2013	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sinclair Communications, LLC		
Street Address:	10706 Beaver Dam Road		
City:	Cockeysville		
State/Country:	MARYLAND		
Postal Code:	21030		
Entity Type:	Limited Liability Company: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2442788	WUTB	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7036106100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan of Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
NAME OF SUBMITTER:	Valerie Brennan of Hogan Lovells US LLP		
SIGNATURE:	/vb/		
DATE SIGNED:	03/05/2019		
Total Attachments: 5			
source=Assignment of Trademarks Sinclair Communications#page1.tif			
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CH \$40.00 2442788

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made this 3rd day of June, 2013, by and between UTV of Baltimore, Inc., a Delaware corporation ("Seller"), and Sinclair Communications, LLC, a Maryland limited liability company ("Buyer").

WHEREAS, this Assignment is made pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of October 25, 2012, by and among Seller, Buyer (as assignee of Sinclair Broadcast Group, Inc., a Maryland corporation), and certain other parties; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, convey, transfer, assign and deliver to Buyer, free of all Liens other than Permitted Liens, all of Seller's right, title and interest in, to and under the Trademarks, including, without limitation, those that are identified in Schedule A attached hereto, and Buyer has agreed to accept such assignment.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Assignment. Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, free of all Liens other than Permitted Liens, all of Seller's right, title and interest in, to and under the Trademarks (excluding the Trademarks that are Excluded Assets and the Trademarks set forth on Disclosure Schedule 6.04), including, without limitation, those that are identified in Schedule A attached hereto, whether statutory or at common law, including all registrations and applications therefor, the right to sue and recover for all past, present and future infringements and other violations of the Trademarks, and the goodwill associated with such Trademarks in the operation of the Business, the same to be held and enjoyed by Assignee to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made and Buyer hereby accepts the assignment.

2. The Purchase Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. This Assignment is made without representation or warranty, except as provided in and by the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

3. Further Assurances. Each of Buyer and Seller agrees to use its commercially reasonable efforts to take or cause to be taken such further action, to execute, deliver and file or cause to be executed, delivered and filed such further documents and

instruments, and to obtain such consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of the Purchase Agreement.

4. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors in interest, and their respective permitted assigns.

5. Governing Law. The construction and performance of this Assignment shall be governed by the laws of the State of Delaware without regard to its principles of conflict of law, as set forth in Section 13.10 of the Purchase Agreement.

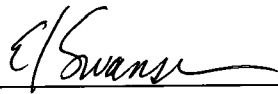
6. Counterparts. This Assignment may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument. Delivery of executed counterpart signature pages of this Assignment by facsimile or other electronic transmission shall be effective as delivery of original counterpart signature pages to this Assignment.

[Signature Page Follows]

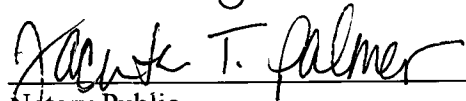
IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed as of the day and year first above written.

SELLER:

UTV of Baltimore, Inc.

By: 
Elisabeth J. Swanson
EVP, CFO and Technical Operations

Sworn to before me this
30 day of May, 2013


Notary Public

JACINTA D. THOMAS PALMER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01TH6062503
Qualified in Kings County
My Commission Expires August 06, 2013

ACKNOWLEDGED AND ACCEPTED
as of the day and year first above written.

BUYER:

Sinclair Communications, LLC

By: Sinclair Television Group, Inc., its sole member

By: _____
Name:
Title:

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 006581 FRAME: 0004

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed as of the day and year first above written.

SELLER:

UTV of Baltimore, Inc.

By: _____
Elisabeth J. Swanson
EVP, CFO and Technical Operations

Sworn to before me this
____ day of _____, 2013

Notary Public

ACKNOWLEDGED AND ACCEPTED
as of the day and year first above written.

BUYER:

Sinclair Communications, LLC

By: Sinclair Television Group, Inc., its sole member

By: _____
Name: David B. Army
Title: Secretary

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 006581 FRAME: 0005

SCHEDULE A TO ASSIGNMENT OF TRADEMARKS

Mark Name	Mark Type	International Classes	Country	Registration Number	Owner
WUTB	Word	38	United States of America	2442788	UTV of Baltimore, Inc.

1. MY24BALTIMORE.COM
2. MY24INBALTIMORE.COM
3. MY24TV.COM
4. MY24WUTB.COM
5. MYBALTIMORE24.COM
6. MYWUTB.COM
7. SHOPCHARMCITY.COM
8. SHOPCHARMCITY.NET
9. SHOPCHARMCITY.ORG
10. SHOPCHARMCITY.TV
11. WUTB.BIZ
12. WUTB.COM
13. WUTB.INFO
14. WUTB23.INFO
15. WUTB24.COM
16. WUTB24.INFO
17. WUTB43.INFO
18. BALTBIRDS.COM
19. CAMDENYARD.COM
20. CRABTOWNUSA.COM
21. RAVENSRMYTEAM.COM

AGREED AND ACCEPTED: SELLER:

Initialed: 

Name: Tina M. Pompey
Title: Assistant Secretary